

**VOLUNTARY CLEANUP CONTRACT
16-6427-NRP**

**IN THE MATTER OF
SC PORTS AUTHORITY OFFICE, CHARLESTON COUNTY
and
LEUCADIA COAST PROPERTIES LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Leucadia Coast Properties LLC with respect to the Property located at 176 and 186 Concord Street, Charleston, South Carolina. The Property consists of two (2) parcels. The first is identified as a portion of Charleston County Tax Map Serial Number 459-00-00-009 consisting of a total area of 5.039 acres with 1.448 acres of highland, and the second parcel is identified as Charleston County Tax Map Serial Number 459-00-00-0091 consisting of a total area of 1.439 acres with 0.300 acres highland. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of August 31, 2016, and any amendments thereto, by Leucadia Coast Properties LLC, which is incorporated into this Contract and attached as Appendix A.

AUTHORITY

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710, et seq. (2002 & Supp. 2015, as amended); the South Carolina Hazardous Waste Management Act (SCHWMA), S.C. Code Ann. §§ 44-56-10, et seq. (2002 & Supp. 2015, as amended); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq. (1994); the State Underground Petroleum Environmental Response Bank Act, (SUPERB Act), S.C. Code Ann. §§ 44-2-10, et seq. (2002 & Supp. 2015, as amended); and the Pollution Control Act, §§ 48-1-10 et seq. (2008 & Supp. 2015, as amended).

DEFINITIONS

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, and if not set forth therein, shall have the meaning assigned to them pursuant to the SCHWMA, the PCA, the SUPERB Act, or CERCLA.
 - A. "LCP" means Leucadia Coast Properties LLC
 - B. "Beneficiaries" means LCP's Non-Responsible Party lenders, signatories, parents, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.
 - C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
 - D. "Contract" means this Voluntary Cleanup Contract.
 - E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
 - F. "Existing Contamination" shall mean any Contamination present on, or under, the Site as of the execution date of this Contract.
 - G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of LCP or its Beneficiaries.

- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.
- I. "Site" means all areas where a contaminant, petroleum, or petroleum product has been released, deposited, stored, disposed of, or placed or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel.
- J. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Owners and Operators: The portion of the Property defined by Charleston County Tax Map Serial Number (TMS #) 459-00-00-009 was owned by separate parties until 1944 when the property was combined into one property by Southern Ice Company. The owners and operators of the Property include the following:

TMS # 459-00-00-009 (portion known as Consumer's Coal/South Central Wharf)

Michael A. Conner and John Conroy	1891 to 1895
Consumer's Coal	1895 to 1944
Southern Ice Company	1944 to 1954
South Carolina Ports Authority	1954 to Present

TMS # 459-00-00-009 (portion known as Accommodation Wharf)

George W. Egan/Estate of George W. Egan	1874 to 1884
Accommodation Wharf & Warehouse Co.	1905 to 1925
Bank of Charleston	1925 to 1940
Southern Ice Company	1940 to 1954
South Carolina Ports Authority	1954 to Present

TMS # 459-00-00-0091 (parcel known as Parcel 15/North Central Wharf/Fleet Landing)

United States of America (Navy)	Sometime after 1949 to 1966 (Under Federal Property and Admin. Services Act of 1949. There is no deed)
South Carolina State Ports Authority	January 27, 1966 to March 17, 1966
Charleston County, South Carolina	March 17, 1966 to April 19, 1966
South Carolina State Ports Authority	April 19, 1966 to Present

- B. Property and Surrounding Areas: The Property is generally bounded to the north by marsh followed by a parking lot, to the east by Charleston Harbor, to the south by Waterfront Park, and to the west by condominiums, and commercial property.

The Property was developed with shipping wharves as early as the 1780s. At that time, one wharf, the North Central Wharf, extended into the harbor from the current restaurant tract in the northern portion of the Property. By the mid-1800's, two additional wharves, the South Central Wharf and the Accommodation Wharf, extended from the Property into the harbor from the central and southern portions of the Property, respectively. The 1888 Sanborn map depicts a rail line on the South Central Wharf, which was used to transport coal across the Property to the wharf for shipping. This map also depicts "coal heaps" on the Property and to the

west of the Property. The 1902 and 1944 Sanborn Maps identify rail lines (identified as "coal trestles") and "coal pockets" on the South Central Wharf and to the west of the South Central Wharf indicating that the coal-related activities continued through at least 1944. Sanborn Maps and other historical records identify coal companies and an ice company that were located just west of the Property across Concord Avenue. The Accommodation Wharf was removed by the early 1940s, and the South Central Wharf was removed in by the early 1950s. The North Central Wharf is still present on the Property and was used for ferry service in the 1940s by the US Navy from the 1950s through 1970s as Fleet Landing and Engineering Services. The US Navy facility also included a laboratory that is currently used as one of the utility buildings currently located on the Property. Specific activities associated with the laboratory are not known. In the 1970's, the marsh and waterfront areas were filled in the central and southern portions of the Property to accommodate the three-story S. C. Ports Authority building currently present on the Property. The North Central Wharf remains on the Property in similar configuration to its original construction and is currently used for a restaurant and parking.

A Phase I Environmental Site Assessment (prepared by SCS Engineers, dated June 24, 2016 and a new Phase I Environmental Site Assessment dated December 2, 2016) submitted in support of the VCC application identifies the following as Recognized Environmental Conditions: use, storage and transport of coal on the Property and on adjoining properties; a US Government laboratory that handled unknown chemicals on the Property; and, unknown chemical storage and handling at multiple facilities located upgradient of the Property including a pesticide company, ice company, fertilizer company mixing room, a chemical company, and an auto repair facility.

C. Applicant Identification: LCP is a State of Delaware limited liability company with its principal place of business located at 11777 San Vicente Boulevard, Suite 900,

Los Angeles, California 90049.

- D. Proposed Redevelopment: LCP will acquire the Property and intends to redevelop it with a hotel, commercial spaces, parking, restaurant and public park and walkway.

CERTIFICATIONS

3. LCP has certified upon application that: 1) LCP and its members are not a Responsible Party at the Site; or a parent, successor, or subsidiary of a Responsible Party at the Site; and have not had any involvement with the Property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program; 2) its activities will not aggravate or contribute to existing contamination on the Site or pose significant human health or environmental risks; and, 3) it is financially viable to meet the obligations under this Contract.

RESPONSE ACTION

4. LCP agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by LCP, or its designee, within thirty (30) days after the date of execution of this Contract by the Department, or such earlier or later date if approved by the Department's project manager. A report of the assessment results shall be submitted by LCP, or its designee in accordance with the schedule provided in the initial Work Plan. LCP acknowledges that the assessment may find distributions of Existing Contamination requiring additional assessment and/or corrective action on the Property that cannot be anticipated with this Contract. LCP agrees to perform the additional assessment and/or corrective action consistent with the intended uses of the Property under the purview of this Contract; however, LCP may seek an amendment of this Contract to clarify its further responsibilities. LCP shall perform all actions required by this Contract, and any related actions of LCP's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.
- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).
- 3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). LCP shall identify and obtain the applicable permits before beginning any action.
- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective measures activities consistent with the following:
 - a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
 - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with the South Carolina Well Standards, 6 S.C. Code Ann. Regs. 61-71 (2016, as amended). The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.
 - c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any of the following:
 - i. the full EPA Target Analyte List (TAL);
 - ii. EPA Target Analyte List excluding cyanide (TAL-Metals);
 - iii. the full EPA Target Compound List (TCL);

- i). EPA Target Compound List Volatile Organic Compounds (TCL-VOCs);
 - ii). EPA Target Compound List Semi-Volatile Organic Compounds (TCL-SVOCs);
 - iii). EPA Target Compound List Pesticides (TCL-Pesticides);
 - iv). EPA Target Compound List Polychlorinated Biphenyls (TCL-PCBs).
- d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "United States Environmental Protection Agency Regional Screening Levels for Chemical Contaminants at Superfund Sites" (EPA RSLs) in effect at the time of sampling. The applicable Protection of Groundwater Soil Screening Level (SSL) shall be the "MCL-Based SSL", if listed. If the applicable screening criteria are lower than achievable detection levels, the analytical method shall use the lowest achievable detection levels.
- 6). The Work Plan shall include the names, addresses, and telephone numbers of LCP's consulting firm(s), analytical laboratories, and LCP's contact person for matters relating to this Contract and the Work Plan.
 - a). The analytical laboratory shall possess applicable Certification defined in the State Environmental Laboratory Certification Program, 7 S.C. Code Ann. Regs. 61-81 (2012, as amended), for the test method(s) and parameters specified in the Work Plan.
 - b). LCP shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.
- 7). The Department will notify LCP in writing of approvals or deficiencies in the Work Plan.
- 8). LCP, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 9). LCP shall begin implementation of the Work Plan as soon as reasonably

- possible after receipt of written approval of the Work Plan by the Department.
- 10). LCP shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.
 - 11). LCP shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. LCP shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

B. Report Logistics

- 1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.
- 2). The report(s) of assessment and/or corrective measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. Report(s) shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.
- 3). All report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire report on a compact disk (in .pdf format).

C. Assess Waste Materials and Segregated Sources:

- 1). LCP shall characterize for disposal any Waste Material and Segregated

Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with applicable regulations.

- 2). Upon discovery of any Segregated Source that has not yet released all of its contents to the environment, LCP shall expeditiously stabilize or remove the Segregated Source from the Property.
- 3). LCP shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. LCP shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). LCP shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.
- 2). LCP shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to LCP, of the well owner or occupant of the residence served by the well.

E. Assess soil quality across the Property:

- 1). LCP shall collect and analyze a minimum of twelve (12) soil samples from six (6) locations on the Property. LCP shall collect one surface soil sample (0-1 foot below ground surface) and one subsurface soil sample (2 foot minimum depth) from each of the following locations:
 - a). One location on the northeastern side of the Property on Parcel 15 in the vicinity of the former laboratory;
 - b). Three locations within the grassed area on the western side of the property;

- c). Two locations within the parking area on the eastern side of the property.
- 2). Unless otherwise specified above, each surface soil sample shall be analyzed for TAL-Metals and SVOCs. Each subsurface sample shall be analyzed for TAL-Metals, VOCs and SVOCs. The surface and subsurface soil samples from the area of the former laboratory and one location on the western side of the Property shall be analyzed for the full EPA-TAL (includes cyanide) and EPA-TCL. The soil samples from two locations on the western side of the Property and one location on the eastern side of the Property shall be analyzed for hexavalent chromium.
- 3). Soil quality results shall be compared to the EPA RSL Resident and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

F. Assess groundwater quality:

- 1). LCP shall assess groundwater quality and flow direction across the Property. Assessment shall include samples from a minimum of four (4) monitoring wells to be installed with the well screen across the water table. Specific locations shall be as follows:
 - a). on the northeastern side of the Property on Parcel 15 in the vicinity of the former laboratory;
 - b). on the southeastern side of the Property;
 - c). two locations on the western side of the Property.
- 2). Samples from all groundwater monitoring wells shall be analyzed for TAL-Metals, VOCs and SVOCs. In addition, groundwater collected from the well installed at the former laboratory shall be analyzed for the full EPA-TAL (includes cyanide) and EPA-TCL. One well installed on the western side of the Property shall be analyzed for hexavalent chromium and nitrate.
- 3). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the State Primary Drinking Water Regulations, 4 S.C. Code Ann. Regs. 61-58 (2011 & Supp. 2015, as amended), or, if not specified in R.61-58, to the EPA RSL for "Tapwater."

G. Assess sediment quality:

- 1). LCP shall collect and analyze three (3) sediment samples from the marsh on the east side of the Property. The samples shall be collected as:
 - a). One location on Parcel 15;
 - b). Two locations east of the S.C. Ports Authority building.
- 2). All sediment samples shall be analyzed for the TAL-Metals, VOCs and SVOCs. The sediment sample from one location shall be analyzed for the full EPA-TAL and EPA-TCL.
- 3). Sediment samples shall be compared to the Ecological Screening Values in EPA Region 4 Ecological Risk Assessment – Supplement to Risk Assessment Guidance for Superfund (RAGS).

H. Evaluate and control potential impacts to indoor air:

- 1). LCP shall evaluate potential impacts to indoor air if the Department determines that the concentrations of VOCs present in the subsurface pose a threat to indoor air quality based on EPA OSWER “Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air” dated June 2015 (Vapor Intrusion Technical Guide) and supplemental EPA guidance.
- 2). If required, LCP shall submit a Vapor Intrusion Assessment Work Plan followed by a report of the results
 - a). For future buildings, LCP’s evaluation shall, unless otherwise agreed to by the Department, consist of collection and analysis of a representative number of soil gas samples from the proposed footprint of buildings to be constructed on the Property over areas potentially subject to vapor intrusion.
 - b). Soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting soil gas concentrations at screening levels indicative of a 10^{-6} cancer risk or a hazard quotient of 1 (or

0.1 as applicable) for non-carcinogens based on an appropriate attenuation factor.

- c). Soil gas sampling results and predicted indoor air concentrations shall be compared to screening levels indicative of a 10^{-6} cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens based on the Vapor Intrusion Technical Guide and supplemental EPA guidance.
- 3). Should the results of the Vapor Intrusion Assessment indicate that contaminant concentrations exceed levels indicative of a 10^{-6} cancer risk or a hazard quotient/hazard index of 1 for non-carcinogens for the proposed use of the Property, LCP shall evaluate options for corrective measures and engineering controls to ensure acceptable indoor air quality. At a minimum, LCP shall propose and implement engineering controls to mitigate contaminant vapor intrusion to meet acceptable levels in accordance with Paragraph 4.I of this Contract.
- 4). The Department may allow LCP to implement pre-emptive vapor intrusion mitigation measures in lieu of the above Vapor Intrusion Assessment. Vapor intrusion mitigation measures shall be completed and evaluated in accordance with Paragraph 4.I of this Contract.

I. Institute reasonable Contamination control measures:

- 1). LCP shall remove from the Property and properly dispose of all Waste Materials and Segregated Sources of Contamination in accordance with applicable regulations based on characterization results.
 - a). LCP shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
 - b). Subject to Department approval, buried Waste Materials, if present, may be stabilized in place on the Property in a manner that will effectively limit or prevent human exposure and release of contaminants to the environment. If any Waste Materials are to be stabilized in place, LCP shall propose plans

for stabilization of the Waste Materials in a Corrective Measures Plan in accordance with Paragraph 4.1.2 below. LCP shall also enter into a Declaration of Covenants and Restrictions to document the area of stabilization, and to maintain the stabilization measures in accordance with Paragraph 9 of this Contract.

- 2). LCP shall take reasonable measures to effectively limit or prevent human exposure to Existing Contamination in any media on the Property. The corrective measures shall be proposed in a Corrective Measures Plan to be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property.
 - a). Corrective measures shall be required for Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure.
 - b). LCP may request Department approval to conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, LCP shall submit for Department approval, an overview of risk assessment assumptions including identification of Contamination exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.
 - c). Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination. Subject to Department approval, corrective measures may include a land use restriction in accordance with Paragraph 9 (Declaration of Covenants and Restrictions) of this Contract
 - d). If required, vapor intrusion control measures shall be designed to effectively mitigate vapor intrusion risk to a 10^{-6} risk for carcinogens and a hazard

quotient/hazard index of 1 for non-carcinogens based on current EPA RSLs and guidance on vapor intrusion. All vapor intrusion control measures shall include monitoring to confirm that the vapor mitigation system is effective, and procedures to ensure and document proper and effective operation and maintenance of the vapor intrusion mitigation system for as long as it is required at the Property. The Department shall give reasonable consideration of data or other demonstration that shows any unacceptable indoor air contaminant concentrations do not result from the subsurface conditions.

- e). Upon completion of any corrective measures, LCP shall provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.
- 3). In the event that development of the Property will require disturbance of contaminants in soil or groundwater, LCP shall propose a Media Management Plan. The Media Management Plan shall address management of contaminated media when encountered on the Property, its characterization if necessary for offsite disposal, and identification of the final disposal location for all contaminated media.
- 4). In the event that corrective measures include engineering controls that must be maintained and monitored for future use of the Property, a Stewardship Plan may be required by the Department. If required, the Stewardship Plan shall identify procedures for management of contaminated media that may be encountered as a result of any disturbance of the engineering controls, and for repair or replacement of the engineering controls.

J. Monitor and/or abandon the monitoring wells:

- 1). LCP shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors,

- i.e., individuals that are presently or potentially exposed to Contamination.
- 2). The Department will determine the frequency and duration of the monitoring program on a case-specific basis.
 - 3). LCP shall abandon the monitoring well(s) when the Department determines there are no further needs for wells. The wells shall be abandoned in accordance with South Carolina Well Standards, 6 S.C. Code Ann. Regs. 61-71 (2002, as amended).

HEALTH AND SAFETY PLAN

5. LCP shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one electronic copy on compact disk (in .pdf format). LCP agrees that the Health and Safety Plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by LCP.

PUBLIC PARTICIPATION

6. LCP and the Department will encourage public participation to implement this Contract as follows:
 - A. The Department will provide notice, seek public comment, and initiate a thirty (30) day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. § 44-56-750 upon signature of this Contract by LCP.
 - B. LCP shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one (1) day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.

- 1). The sign(s) will state "Voluntary Cleanup Project by Leucadia Coast Properties, LLC under Voluntary Cleanup Contract 16-6427-NRP with the South Carolina Department of Health and Environmental Control." The sign(s) shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of LCP. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".
- 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.
- 3). LCP shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the sign(s). The photographs shall be submitted to the Department within ten (10) days of erecting the sign(s).
- 4). LCP agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). LCP shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
- 6). The sign(s) may be removed to accommodate building or grading activities; however, LCP shall restore the sign(s) within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

PROGRESS UPDATES

7. LCP shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within thirty (30) days of the execution date of this Contract and semi-annually thereafter.

A. The updates may be in summary letter format, but should include information about:

- 1). The actions taken under this Contract during the previous reporting period;
- 2). Actions scheduled to be taken in the next reporting period;
- 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,
- 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

SCHEDULE

8. LCP shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. LCP shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. LCP or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property if Contamination exceeds levels acceptable for unrestricted use after completing the response actions pursuant to this Contract. Contaminant levels acceptable for unrestricted use shall be the Screening Levels for Resident Soil as specified in the EPA RSLs for soil, and the primary MCL standards for groundwater in the State Primary Drinking Water Regulations, 4 S.C. Code Ann. Regs. 61-58. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:

- A. The Department shall prepare and sign the Declaration prior to providing it to LCP.
An authorized representative of LCP or its Beneficiaries shall sign the Declaration

within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.

- B. LCP or its Beneficiaries shall record the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.
- C. LCP or its Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.
- D. In the event that Contamination exceeds levels acceptable for unrestricted use (EPA RSLs for residential use and/or MCLs) on a portion of the Property, LCP or its Beneficiaries may create a new parcel of that portion of the property that will be subject to the Declaration.
- E. The Declaration shall be noted on the master deed of any planned development for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.
- F. The Declaration shall reserve a right of entry and inspection for LCP or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
 - 1). LCP or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
 - 2). LCP or its Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.

- G. The Declaration shall provide that the Department has an irrevocable right of access to the Property after LCP acquires the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.
- H. LCP or its Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31st in a manner and form prescribed by the Department.
- I. The Department may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the EPA RSL Summary Table in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the EPA RSL Summary Table. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

NOTIFICATION

10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or

at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Angela Gorman
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201

B. All correspondence and notices to LCP shall be submitted to LCP's designated contact person who as of the effective date of this Contract shall be:

Robert J. Lowe, Jr.
Leucadia Coast Properties LLC
11777 San Vicente Blvd., Suite 900
Los Angeles, CA 90049

FINANCIAL REIMBURSEMENT

11. LCP or its Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S.C. Code Ann. § 44-56-750(D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to LCP on a quarterly basis. All costs are payable within thirty (30) days of the Department's invoice submitted to:

Robert J. Lowe, Jr.
Leucadia Coast Properties LLC
11777 San Vicente Blvd., Suite 900
Los Angeles, CA 90049

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to paragraph 16 herein.
- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to paragraph 16 herein.

ACCESS TO THE PROPERTY

- 12. LCP agrees the Department has an irrevocable right of access to the Property for environmental response matters after LCP acquires the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

- 13. A Certificate of Completion shall be issued to LCP or its Beneficiaries for the Property under this Contract as follows:
 - A. LCP or its Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed and any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.

- B. Pursuant to § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that LCP or its Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. §§ 44-56-710 through 760.
- C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been recorded but all actions under this Contract have not been completed due to Property-specific circumstances.
- 1). A Provisional Certificate of Completion will include specific performance standards that LCP or its Beneficiaries shall continue to meet.
 - 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if LCP or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

14. LCP or its Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. LCP shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The terms, conditions, obligations and protections of this Contract apply to and inure

to the benefit of the Department, LCP, and its Beneficiaries as set forth below. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:

- A. LCP or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
- B. LCP and its Beneficiaries shall not allow residential occupancy on any portion of the Property prior to obtaining the Certificate of Completion or a Provisional Certificate of Completion specific to that portion of the Property allowing residential occupancy.
- C. If the Certificate of Completion has not been issued, LCP or its Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or entity:
 - 1). Is not a Responsible Party for the Site;
 - 2). Has sufficient resources to complete the activities of this Contract;
 - 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract;
 - 4). Will assume the protections and all obligations of this Contract; and,
 - 5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.
- D. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, LCP or its Beneficiaries shall provide written notification to the Department identifying

the new individual or entity within thirty (30) days after the effective date of the ownership change or other possessory transfer of the Property.

- 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.
- 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual residential or commercial use provided the Declaration is noted on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

E. If a Certificate of Completion has been issued and the Property is not subject to a Declaration or other continuing obligation pursuant to this Contract, no notification is required.

CONTRACT TERMINATION

16. LCP, its Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty (30) days advance written notice to the other party. Termination shall be subject to the following:

- A. The Department may not terminate this Contract without cause and before termination, shall provide LCP or its Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:
 - 1). Failure to complete the terms and conditions of this Contract;
 - 2). Change in LCP's or its Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
 - 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;

- 4). Failure of LCP or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by LCP or its Beneficiaries;
 - 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
 - 6). Failure by LCP or its Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or,
 - 7). Failure by LCP or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of LCP's or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.
- B. Should LCP or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by LCP or its Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.
- C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.
- D. Termination of this Contract by any party does not end the obligations of LCP or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.
- E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders, parents, subsidiaries, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the contract. The protections will continue for any party

who has received protections through a Certificate of Completion for this Contract, and who did not participate in the actions giving rise to the termination.

ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. LCP and its Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

A. Effective on the date this Contract is first executed by the Department:

- 1). Protection from contribution claims under CERCLA § 113, 42 U.S.C. § 9613 and SCHWMA § 44-56-200.
- 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).
- 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to the Income Tax Act, S.C. Code Ann. § 12-6-3550 (2014).

B. Effective on the date the Certificate of Completion is issued by the Department.

- 1). The Department's covenant not to sue LCP and its Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by LCP or its Beneficiaries.
- 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.

C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by LCP or its Beneficiaries. The Department retains all rights under State and Federal laws to compel LCP and its Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by LCP or its Beneficiaries.

RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or

covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than LCP and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than LCP and its Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

RESERVATION OF RIGHTS BY LCP

19. LCP retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. LCP and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute. However, LCP and its Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

20. LCP and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by LCP or its Beneficiaries. LCP and its Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY LCP AND ITS BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, LCP and its Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This

limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

[Remainder of page left blank]

SIGNATORS

22. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL**

BY:

DATE:

Daphne G. Neel, Chief
Bureau of Land and Waste
Management

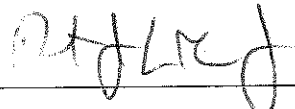
DATE:

Reviewed by Office of General Counsel

LEUCADIA COAST PROPERTIES LLC

BY:

DATE:



Robert J. Lowe, Jr.
President

12/15/16

Printed Name and Title

By:

DATE:


Christopher Currie
Vice President

12/16/15

Printed Name and Title

APPENDIX A

Application for Non-Responsible Party Voluntary Cleanup Contract

Leucadia Coast Properties LLC

August 31, 2016 (as amended)



Non Responsible Party Application for Voluntary Cleanup Contract

I. Applicant Information

1. Applicant is a: ☒ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☒ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☐ Government / Other Public Funded Entity

3. Applicant's Legal Name Leucadia Coast Properties LLC

4. Contract Signatures for this Applicant

a. Authorized Signatory

Robert J. Lowe, Jr. President

Name	Title	Email
11777 San Vicente Blvd., Suite 900		
Address	Phone1	Phone2
Los Angeles	California	90049
City	State	Zip

b. Other Signatories ☐ None

Name	Title	Phone	Email	Signature Required On Contract?
Christopher Currie	VP	(310) 571 - 4335		<input type="checkbox"/>
Matthew Walker	SVP	(310) 571 - 4291		<input type="checkbox"/>
		() -		<input type="checkbox"/>

5. Physical Location of Applicant's Headquarters

11777 San Vicente Blvd. Suite 900

Street address Suite Number

Los Angeles California 90049

City State Zip

6. Mailing address: ☒ Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory) Title

Street Number or PO Box Phone1 Phone 2

City State Zip

7. Company Structure Information ☐ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

a. Company is Incorporated/ Organized/ Registered in Delaware (state)

b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name	Name
Robert J. Lowe, Jr. - President	Dan Battista - Vice President
Matthew Walker - Sr. Vice President	Melanie Bates - Vice President
William T. Wethe - Sr. Vice President	Tim Brazell - Vice President
Leonard Iseri - Sr. Vice President	Dona Tanaka - Secretary
Christopher Currie - Sr. Vice President/Chief Financial Offi	Vicki Tuchman - Assistant Secretary

c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?
☒ Yes ☐ No

d. If yes, identify all affiliations: See attached sheet List of Affiliations

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

- Is a current owner of the property
- Is a Responsible Party for the site
- Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
- Has had any involvement with the property in the past other than activities performed in anticipation of participation in the

Voluntary Cleanup Program

Authorized Signatory

Co Signatories

II. Property Information

9. Location

a. Physical Address 176 Concord Street, Charleston, SC 29401 and 186 Concord Street, Charleston, SC 29401

b. County Charleston

c. ☐ Property is outside any municipal boundaries ☒ Property is inside the municipal limits of Charleston
(town/city)

10. List any Companies or Site names by which the Property is known

SCSPA Main Office Building

Fleet Landing Restaurant

11. Total Size of Property Covered by this Contract 1.748 Acres

12. How many parcels comprise the Property? 2

13. Current Zoning (general description)

Light Industrial

14. a. Does the property have any above- or below-ground storage tanks? ☐ Yes ☒ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

15. Parcel Information Complete the information below for each Parcel (attach additional sheets if needed)

a. Tax Map Parcel# 459-00-00-009
b. Acreage 1.448 high ground
c. Current Owner SC State Ports Authority
d. Owner Mailing Address 176 Concord Street
Charleston, SC 29401
e. Contact Person for Access Peter Hughes
f. Access Person's Phone # 843-577-8106
g. Is Parcel Currently Vacant? ☐ Yes ☒ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☒ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☒ In operation: nature of the
business office building

a. Tax Map Parcel# 459-00-00-0091
b. Acreage 0.3 high ground
c. Current Owner SC State Ports Authority
d. Owner Mailing Address 186 Concord Street
Charleston, SC 29401
e. Contact Person for Access
f. Access Person's Phone #
g. Is Parcel Currently Vacant? ☐ Yes ☒ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☒ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☒ In operation: nature of the
business restaurant/parking

a. Tax Map Parcel#
b. Acreage
c. Current Owner
d. Owner Mailing Address
e. Contact Person for Access
f. Access Person's Phone #
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business

a. Tax Map Parcel#
b. Acreage
c. Current Owner
d. Owner Mailing Address
e. Contact Person for Access
f. Access Person's Phone #
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business

a. Tax Map Parcel#
b. Acreage
c. Current Owner
d. Owner Mailing Address
e. Contact Person for Access
f. Access Person's Phone #
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business

a. Tax Map Parcel#
b. Acreage
c. Current Owner
d. Owner Mailing Address
e. Contact Person for Access
f. Access Person's Phone #
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business

III. Property Redevelopment

16. Describe the intended re-use of the property:
(attach additional sheets if necessary)

full service hotel, commercial, parking, restaurant, public park/walkway and docking facility

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☒ No
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☒ Yes Anticipated Number 200
☐ No

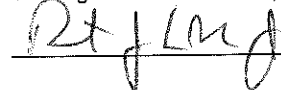
19. Projected Increase to the Tax Base as a result of this redevelopment: \$ approx. \$70 million

20. a. Will there be Intangible benefits from this redevelopment such as:
☐ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development
☐ Creation / Preservation of Green Space on the Property
☐ Deconstruction/ Recycling of demolition or building debris
☐ Other _____

b. Please Describe:

21. Anticipated date of closing or acquiring title to the property 01 / 03 / 2017

22. Redevelopment Certification
By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.



Signature(s)

IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm
☐ None as of this application date

SCS Engineers

Company

1360 Truxtun Avenue, Suite 100

North Charleston

SC

29405

Address

City

State

Zip

Nina Marshtein

843-746-8525

843-345-2968

nmarshtein@scseng.com

Project Contact1

S.C PE/PG Reg. #

Phone1

Phone 2

email

Project Contact 2

S.C PE/PG Reg. #

Phone1

Phone 2

email

24. Legal Counsel (Optional)
Nelson Mullins Riley & Scarborough LLP
Firm
Newman Jackson Smith 843-534-4309
Attorney Phone1 Phone 2
151 Meeting Street, 6th Floor Charleston SC 29401
Street Number or PO Box City State Zip email

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

Financial Contact Title
Company Phone
Address
City State Zip

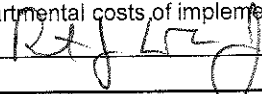
26. Financial Viability

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☐ Waiver Requested (Check Box If applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.

 Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☐ Plat Map ☐ Metes and Bounds Text ☒ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

☒ New report completed in the past six months by SCS Engineers

(Name of Environmental Firm)

☐ Older report updated in the past six months by

(Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

☐ The Applicant is not aware of any environmental testing on the property

☐ The Applicant believes the Department already has all environmental data in its files on:

(Site Name)

☒ The Following reports are attached:

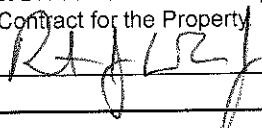
Report Date Report Name Environmental Firm
12/02/2016 Phase I Environmental Site Assessment SCS Engineers

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties: (check one)

☐ Enclosed with this Application as an Attachment

☒ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.

 Signature(s)

This Section for Department Use Only

Assigned File Name		
Eligible for NRP Contract	Y N	
Assigned File Number		
Assigned Contract Number		

Confidential Business Information

Exempt from Public Record Requests S.C. Code Ann. § 30-4-40

Attachment to Non-Responsible Party Application for Voluntary Cleanup Contract
176 and 186 Concord Street, Charleston, South Carolina
South Carolina Department of Health and Environmental Control

Applicant: Leucadia Coast Properties, LLC

Item 7d: *Identify all affiliations.*

Leucadia Coast Properties, LLC is affiliated with the following:

Leucadia Coast Investor, LLC
LCP 2B Leucadia Intermediate, LLC
Lowe Capital Partners 2B, LLC
Guardian LCP2B, LLC
LC Partners Investors 2B, LLC
LC Partners Manager, Inc.
Lowe Enterprises, Inc.
The Guardian Life Insurance Company of America

Note: None of the affiliated entities are associated with the above-referenced property in any way, or with any prior owners or users of the property, or with any current conditions of the property.

Purchaser: LEUCADIA COAST PROPERTIES, LLC, a Delaware limited liability company

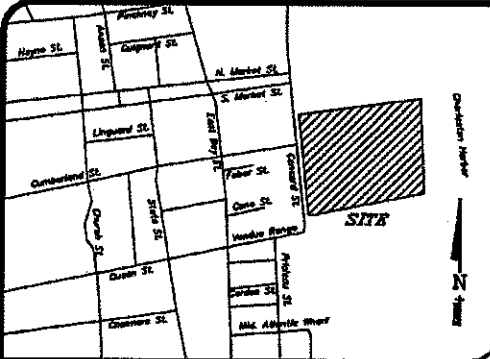
Seller: SOUTH CAROLINA STATE PORTS AUTHORITY, a body politic

(Office Property)

ALL that certain lot, piece or parcel of land, together with the buildings and improvements thereon, in the City of Charleston, County of Charleston, State of South Carolina, situate, lying and being on the east side of Concord Street, and designated as **"Total Area 219,486 Sq. Ft. 5.039 Ac. Highland, 63,092 Sq. Ft. 1.448 Ac. Critical Area/Water, 156,394 Sq. Ft. 3.591 Ac.,"** more or less, as more particularly shown on plat entitled **"PLAT SHOWING 5.039 ACRE PORTION OF TMS NO. 459-00-00-009 AND PARCEL 15, A 1.493 ACRE TRACT AND PARCEL 15 RESIDUAL, A 0.161 ACRE TRACT, UNION PIER TERMINAL, IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA,"** made by F. Steven Johnson, RLS, Reg. Land Surveyor No: 10038, of George A.Z. Johnson, Jr., Inc., Engineers, Planners and Land Surveyors, dated March 2, 2015, last revised _____, 2016 and recorded in the Office of the RMC for Charleston County on _____, 2016, in Plat Book _____ at page _____, be all said measurements a little more or less as reference to said plat will appear.

(Fleet Landing Property)

ALL that certain lot, piece or parcel of land, together with the buildings and improvements thereon, in the City of Charleston, County of Charleston, State of South Carolina, situate, lying and being on the east side of Concord Street, and designated as **"Parcel 15 65,022 Sq. Ft., 1.493 Acres Highland, 13,058 Sq. Ft. 0.300 Ac. Critical Area/Water 51,964 Sq. Ft. 1.193 Ac.,"** more or less, as more particularly shown on plat entitled **"PLAT SHOWING 5.039 ACRE PORTION OF TMS NO. 459-00-00-009 AND PARCEL 15, A 1.493 ACRE TRACT AND PARCEL 15 RESIDUAL, A 0.161 ACRE TRACT, UNION PIER TERMINAL, IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA,"** made by F. Steven Johnson, RLS, Reg. Land Surveyor No: 10038, of George A.Z. Johnson, Jr., Inc., Engineers, Planners and Land Surveyors, dated March 2, 2015, last revised _____, 2016 and recorded in the Office of the RMC for Charleston County on _____, 2016, in Plat Book _____ at page _____, be all said measurements a little more or less as reference to said plat will appear.



- NOTES:**
- 1) ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY OF THIS PLAT IS FOR DESCRIPTIVE PURPOSES ONLY.
 - 2) AREA DETERMINED BY COORDINATE METHOD.
 - 3) THE BEARINGS SHOWN HEREIN ARE BASED ON SC STATE PLANE COORDINATE SYSTEM - NAD83.
 - 4) THE PRESENCE OR ABSENCE OF U.S. ARMY CORP OF ENGINEERS JURISDICTIONAL METALWORK IS UNDETERMINED AS OF THE DATE OF THIS SURVEY.
 - 5) THIS PLAT REPRESENTS A SURVEY BASED ON THE LISTED REFERENCES ONLY, AND IS NOT THE RESULT OF A TITLE SEARCH.
 - 6) THIS PROPERTY IS LOCATED IN FLOOD ZONE VE, ELEVATION 15 & 16, AS PER FEMA MAP COMMUNITY-PANEL No. 435412-0518 L DATED 11/17/2004. IT IS THE OWNER'S/BUILDER'S RESPONSIBILITY TO VERIFY THIS FLOOD ZONE WITH LOCAL AUTHORITIES PRIOR TO BUILDING.
 - 7) DECLARATION IS MADE TO THOSE PERSONS FOR WHOM THIS PLAT WAS PREPARED, IT IS NOT TRANSFERABLE TO SUBSEQUENT OWNERS. THIS DRAWING/PLAT IS AN INSTRUMENT OF SERVICE AND IS THE SOLE PROPERTY OF GEORGE A.Z. JOHNSON, JR., INC. IT SHALL NOT BE REPRODUCED OR USED IN ANY WAY, WHATSOEVER, WITHOUT THE WRITTEN PERMISSION OF GEORGE A.Z. JOHNSON, JR., INC. OR ITS SUCCESSORS. COPYRIGHT © 2015, F. Steven Johnson.
 - 8) USE OF UNSEALED COPIES OF THIS DOCUMENT IN ANY COURT, FINANCIAL OR LAND TRANSACTION, OR FILING WITH ANY PUBLIC AGENCY OR OFFICE IS UNAUTHORIZED USE AND IS A VIOLATION OF FEDERAL COPYRIGHT LAWS.
 - 9) "SURVEY INSPECTIONS" OR "UPDATES" OF THIS MAP ARE PROHIBITED.
 - 10) THESE CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OF SUBSEQUENT OWNERS.

THE AREA SHOWN ON THIS PLAT IS A REPRESENTATION OF DEPARTMENT PROPERTY LOCATED ON THE SURFACE PROPERTY. CRITICAL AREAS, AS SHOWN HEREIN, ARE DYNAMIC AND SUBJECT TO CHANGE OVER TIME. BY DECLARING THE PROPERTY AUTHORITY OF THE DEPARTMENT, THE DEPARTMENT OF NO TEXT HAVING ITS RIGHT TO ADJUST PROPERTY JURISDICTION AS ANY TIME IN ANY CRITICAL AREA ON THE SURFACE PROPERTY, THEREBY SHOWS SUPPORT OF THE PLAT.

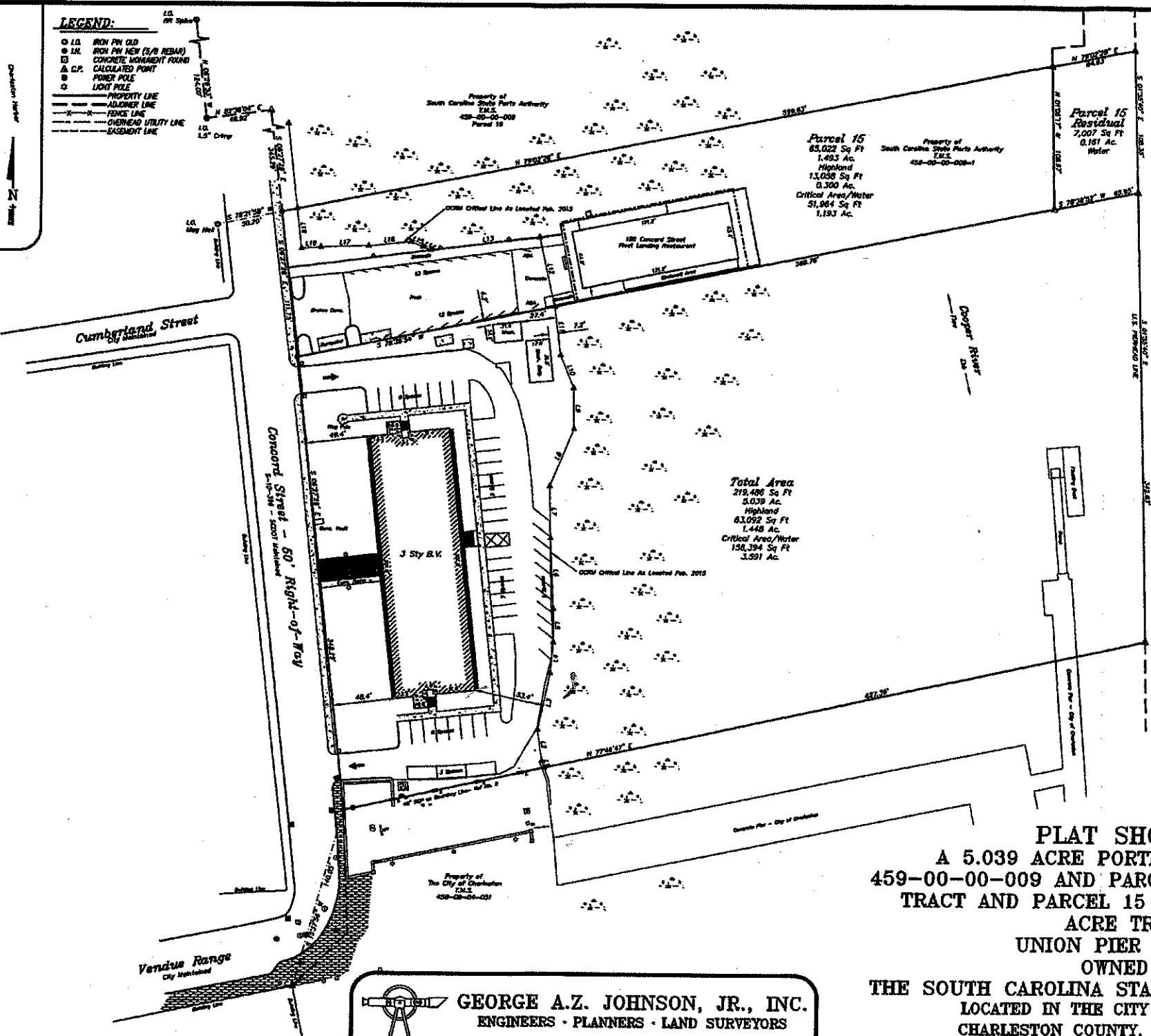
General Property Survey

I, F. Steven Johnson, a Registered Professional Land Surveyor in the State of South Carolina, certify to certify to show herein that this survey shows herein was made in accordance with the requirements of the Standard Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class A-1 survey as specified therein.

South Carolina Professional Land Surveyor Seal
F. Steven Johnson, PLS
No. 10008
JAN 24 2016 P.M. 5:54 DAY 177

Professional Engineer Seal
George A.Z. Johnson, Jr., Inc.
Land Surveyors
No. 000013
STATE OF SOUTH CAROLINA

- LEGEND:**
- L.I. IRON PIN OLD
 - L.I. IRON PIN NEW (S/R REBAR)
 - CONCRETE MONUMENT FOUND
 - △ C.P. CALCULATED POINT
 - POWER POLE
 - LIGHT POLE
 - PROPERTY LINE
 - ADJACENT LINE
 - FENCE LINE
 - OVERHEAD UTILITY LINE
 - EASEMENT LINE



LINE	LENGTH	BEARING
1	21.47	S00°21'25"W
2	24.47	S01°24'24"W
3	23.71	S02°13'17"W
4	25.44	S02°21'17"E
5	24.47	S01°17'20"E
6	24.47	S01°17'20"E
7	24.47	S01°17'20"E
8	24.47	S01°17'20"E
9	24.47	S01°17'20"E
10	24.47	S01°17'20"E
11	24.47	S01°17'20"E
12	24.47	S01°17'20"E
13	24.47	S01°17'20"E
14	24.47	S01°17'20"E
15	24.47	S01°17'20"E
16	24.47	S01°17'20"E
17	24.47	S01°17'20"E
18	24.47	S01°17'20"E
19	24.47	S01°17'20"E
20	24.47	S01°17'20"E

- REFERENCES:**
- 1) TMS. PART OF 459-00-009
 - 2) PLAT BY JOHN MCCORDY JR. DATED SEPT. 7, 1972 PLAT BOOK 40, PAGE 38 RIC CHARLESTON COUNTY
 - 3) PLAT BY E.M. SEABROOK JR. DATED OCT. 15, 1994 PLAT BOOK 5, PAGE 2 RIC CHARLESTON COUNTY
 - 4) PLAT BY THOMAS V. BESSANT, JR. DATED MAY. 30, 1994 PLAT BOOK 1A, PAGE 25 RIC CHARLESTON COUNTY
 - 5) DEED BOOK 258, PAGE 237 RIC CHARLESTON COUNTY
 - 6) PLAT BY JOHN MCCORDY JR. DATED AUGUST 1954 PLAT BOOK 1, PAGE 134135 RIC CHARLESTON COUNTY

PLAT SHOWING
A 5.039 ACRE PORTION OF TMS No.
459-00-009 AND PARCEL 15, A 1.493 ACRE
TRACT AND PARCEL 15 RESIDUAL, A 0.161
ACRE TRACT
UNION PIER TERMINAL
OWNED BY
THE SOUTH CAROLINA STATE PORTS AUTHORITY
LOCATED IN THE CITY OF CHARLESTON
CHARLESTON COUNTY, SOUTH CAROLINA

DATE: MARCH 2, 2015 SCALE: 1" = 40'

40 80 120 160 200
SCALE IN FEET

GEORGE A.Z. JOHNSON, JR., INC.
ENGINEERS - PLANNERS - LAND SURVEYORS
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